AMENDMENT NO. 1 TO CONTRACT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND RELATED SERVICES

This contract amendment ("Amendment") is dated and entered into as of the _____ day of _____, 20_____, between NEXGEN Utility Management, Inc., a foreign corporation authorized to do business in the State of North Carolina, (hereinafter referred to as the "Contractor") and City of Durham (hereinafter referred to as the "City").

The City and the Contractor entered into a contract titled "Contractor for Computerized Maintenance Management System Software and Related Services between the City of Durham, North Carolina and Nexgen Utility Management, Inc.", dated February 28, 2013. That contract is referred to as the "Original Contract."

The Contract is hereby amended as follows:

1. Add the following to the end of Section 1.
   a. "The system will be utilized to manage the customer cross connection inspection program. The existing software module will be used for implementation of a work flow and asset management program to streamline backflow preventer inspections and related activities";

2. Delete Attachment 1 of Exhibit A from Section 9.– City's request for Department of Water Management Computerized Maintenance Management System Proposal, dated June 2012, containing 37 pages;

3. Add Exhibit A2 to Section 9 – Scope of services for "City of Durham Cross Connection NEXGEN Asset Management Implementation" containing 3 pages;

4. Add Exhibit B2 to Section 9 – "Amendment 1 Compensation" containing 1 page;

5. Add Exhibit C to Section 9 – "Warranties and Maintenance Contracts" containing 1 page.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract amendment to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST: CITY OF DURHAM

_____   By:_____

NEXGEN Utility Management, Inc.

By:_____

Title of officer: _____

(Affix corporate seal.)

State of _____   ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before
me this day and stated that he or she is (***strike through the inapplicable***:) chairperson/ president/
chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer
of <u>NEXGEN Utility Management, Inc,</u> a corporation, and that by authority duly given and as the act
of the corporation, he or she signed the foregoing <u>contract or agreement</u> with the City of Durham
and the

corporate seal was affixed thereto. This the _____ day of _____, 20_____.
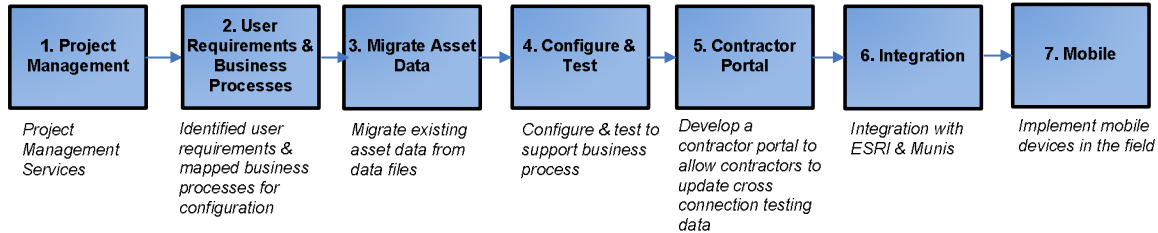
My commission expires:

                                                         _____
_____   Notary Public

Exhibit A2 - City of Durham Cross Connection NEXGEN Asset Management Implementation

Implementation Services

This section presents the Implementation Services for the City's Cross Connection Program.

1. Project Management	2. User Requirements & Business Processes	3. Migrate Asset Data	4. Configure & Test	5. Contractor Portal	6. Integration	7. Mobile
Project Management Services	Identified user requirements & mapped business processes for configuration	Migrate existing asset data from data files	Configure & test to support business process	Develop a contractor portal to allow contractors to update cross connection testing data	Integration with ESRI & Munis	Implement mobile devices in the field

Task 1. Project Management	
Objectives	The purpose of this task is to manage the project within schedule, budget and delivery.
Activities	1. NEXGEN's project delivery approach will plan, schedule, and deliver a benchmark project on schedule and within budget. 2. Weekly communication with project team to track project delivery. 3. Monthly progress reports.
Deliverables	Project delivered within budget and schedule.
Task 2. Identify CMMS user requirements and map business processes	
Objectives	The purposes of this task are to assess City's AM user requirements and map business processes to be used for configurations.
Activities	1. We will meet with users (specific to AM functionalities) to identify functional requirements of AM, based on their user needs. Desired functionalities of AM will drive the configurations. 2. Document the City's AM functional requirements & acquire validation from staff. 3. Work with City staff to identify the business processes that are required to support the functional requirements. 4. Map out the identified business processes and acquire validation.
Deliverables	Technical memorandum summarizing the City's AM user requirements and mapped business processes.
Task 3. Migrate Data Into NEXGEN AM	
Objectives	The purpose of this task is to migrate City's existing cross connection data from the access database into NEXGEN AM.
Activities	1. Migrate all existing cross connection data and resources into NEXGEN AM.
Deliverables	Populated data into NEXGEN AM.
Task 4. Configure to City's Requirements	
Objectives	The purposes of this task are to configure the NEXGEN AM to support City's current user needs, functional requirements and asset management best practices, and test the configuration.
Activities	1. We will work with City's staff to configure the NEXGEN AM to support the identified

	business processes and asset management best practices.
	2. Migrate any existing configurations from City's current practices. City staff to test configurations and recommend any improvements.
	3. We will optimize configurations based on City's recommendations.
Deliverables	◼ Optimized configurations.

Task 5. Develop Contractor Portal	
Objectives	The purpose of this task is to develop the contractor portal to allow contractors to submit cross connection test results.
Activities	1. Identify requirements for contractor portal. Map business processes and workflows for contractor portal.
	2. Document requirements to be used for development of portal.
	3. Develop contractor portal. (Option to expand portal into a customer cross connection portal to allow customers to monitor and check on status of the cross connection. **Fee not included in this scope**)
	4. City to test and approve portal.
Deliverables	◼ City of Durham Cross Connection Contractor Portal.

Task 6. Integrate with Information Systems (optional)	
Objectives	The purposes of this task are to integrate NEXGEN AM with CITY's Information Systems including Geographic Information System and Financial System.
Activities	1. We will integrate the City's Geographic Information System (GIS) with NEXGEN AM so that any updates in the City's GIS will reflect in the NEXGEN AM software.
	2. We will integrate the City's Munis Financial system to import customer information into NEXGEN AM.
	3. City to review and test integrations.
	4. NEXGEN to modify any necessary changes from testing results.
	5. City to sign off approving the completion of the integrations.
	6. Training for users 2.5 full days of on-site training. Includes training materials.
Deliverables	◼ NEXGEN AM integrated with GIS and Financial System.

Task 7. Mobile Implementation (optional)	
Objectives	The purpose of this task is to implement mobile devices iPad or laptops for field access of NEXGEN.
Activities	1. We have assumed that the City will provide the required iPad devices to be implemented. iPad devices must have cellular capabilities if implemented in areas without Wi-Fi.
	2. Configure mobile devices for field implementation.
	3. Training field users on mobile devices.
	4. City to review and test mobile.
	5. NEXGEN to modify any necessary changes from testing results.
	6. City to sign off approving the completion of the mobile.
	7. Training for users 2.5 full days of on-site training. Includes training materials.
Deliverables	◼ Mobile devices implemented for field usage.

Schedule

Assuming this project begins on July 6th, 2015, it will take approximately 5 months to complete by November 27th, 2015. The Schedule shall be adjusted to start upon City issuance of a notice to proceed.
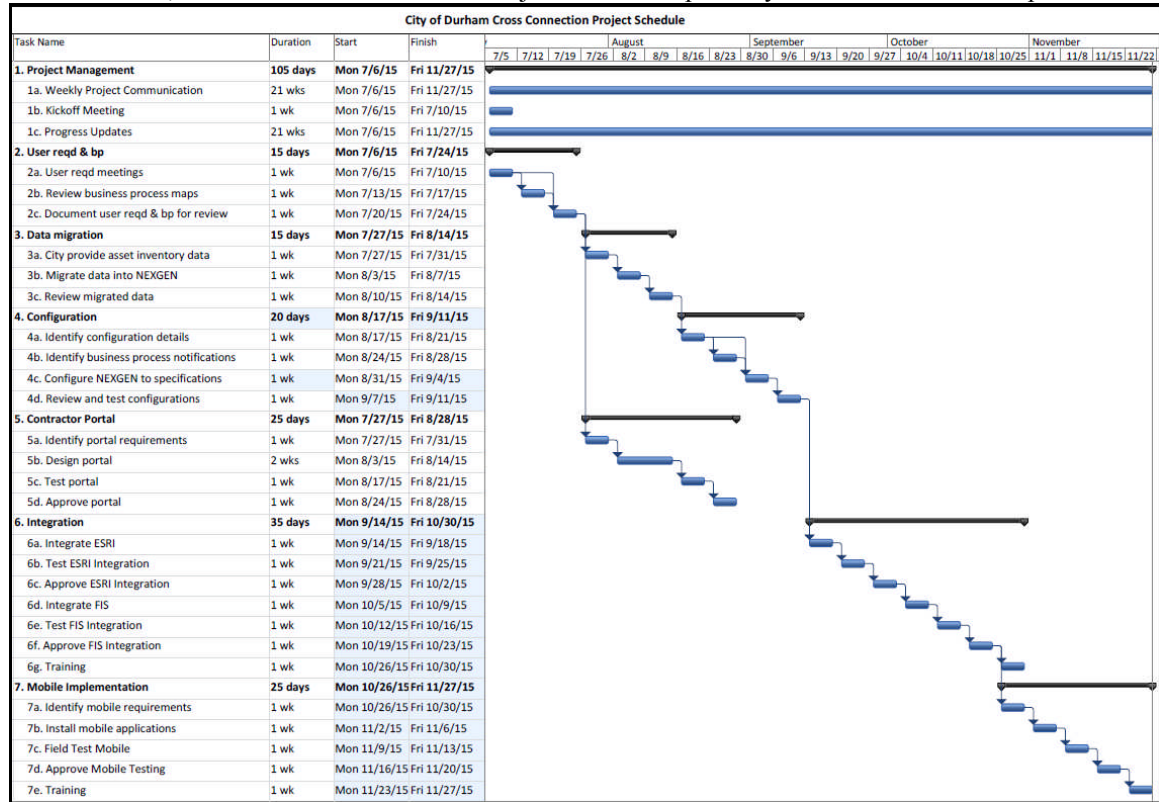
City of Durham Cross Connection Project Schedule

Task Name	Duration	Start	Finish
1. Project Management	**105 days**	**Mon 7/6/15**	**Fri 11/27/15**
1a. Weekly Project Communication	21 wks	Mon 7/6/15	Fri 11/27/15
1b. Kickoff Meeting	1 wk	Mon 7/6/15	Fri 7/10/15
1c. Progress Updates	21 wks	Mon 7/6/15	Fri 11/27/15
2. User reqd & bp	**15 days**	**Mon 7/6/15**	**Fri 7/24/15**
2a. User reqd meetings	1 wk	Mon 7/6/15	Fri 7/10/15
2b. Review business process maps	1 wk	Mon 7/13/15	Fri 7/17/15
2c. Document user reqd & bp for review	1 wk	Mon 7/20/15	Fri 7/24/15
3. Data migration	**15 days**	**Mon 7/27/15**	**Fri 8/14/15**
3a. City provide asset inventory data	1 wk	Mon 7/27/15	Fri 7/31/15
3b. Migrate data into NEXGEN	1 wk	Mon 8/3/15	Fri 8/7/15
3c. Review migrated data	1 wk	Mon 8/10/15	Fri 8/14/15
4. Configuration	**20 days**	**Mon 8/17/15**	**Fri 9/11/15**
4a. Identify configuration details	1 wk	Mon 8/17/15	Fri 8/21/15
4b. Identify business process notifications	1 wk	Mon 8/24/15	Fri 8/28/15
4c. Configure NEXGEN to specifications	1 wk	Mon 8/31/15	Fri 9/4/15
4d. Review and test configurations	1 wk	Mon 9/7/15	Fri 9/11/15
5. Contractor Portal	**25 days**	**Mon 7/27/15**	**Fri 8/28/15**
5a. Identify portal requirements	1 wk	Mon 7/27/15	Fri 7/31/15
5b. Design portal	2 wks	Mon 8/3/15	Fri 8/14/15
5c. Test portal	1 wk	Mon 8/17/15	Fri 8/21/15
5d. Approve portal	1 wk	Mon 8/24/15	Fri 8/28/15
6. Integration	**35 days**	**Mon 9/14/15**	**Fri 10/30/15**
6a. Integrate ESRI	1 wk	Mon 9/14/15	Fri 9/18/15
6b. Test ESRI Integration	1 wk	Mon 9/21/15	Fri 9/25/15
6c. Approve ESRI Integration	1 wk	Mon 9/28/15	Fri 10/2/15
6d. Integrate FIS	1 wk	Mon 10/5/15	Fri 10/9/15
6e. Test FIS Integration	1 wk	Mon 10/12/15	Fri 10/16/15
6f. Approve FIS Integration	1 wk	Mon 10/19/15	Fri 10/23/15
6g. Training	1 wk	Mon 10/26/15	Fri 10/30/15
7. Mobile Implementation	**25 days**	**Mon 10/26/15**	**Fri 11/27/15**
7a. Identify mobile requirements	1 wk	Mon 10/26/15	Fri 10/30/15
7b. Install mobile applications	1 wk	Mon 11/2/15	Fri 11/6/15
7c. Field Test Mobile	1 wk	Mon 11/9/15	Fri 11/13/15
7d. Approve Mobile Testing	1 wk	Mon 11/16/15	Fri 11/20/15
7e. Training	1 wk	Mon 11/23/15	Fri 11/27/15

Exhibit B2 – Amendment 1 compensation

Implementation Services Cost

The implementation budget is $139,292 for the tasks in this scope of work.

Task Name	PM	Sr. MT	MT2	MT1	(hr)	Labor ($)	Expense	Total Cost
1. Project Management	40				40	$ 9,600	$ 480	$ 10,080
2. User reqd & bp	16	16			32	$ 7,360	$ 4,368	$ 11,728
3. Data migration	4	20	40	20	84	$ 16,960	$ 848	$ 17,808
4. Configuration	4	20	40	20	84	$ 16,960	$ 848	$ 17,808
5. Contractor Portal	4	60	60		124	$ 26,160	$ 1,308	$ 27,468
6. Integration (optional)		60	48		108	$ 22,800	$ 1,140	$ 23,940
7. Mobile (optional)		60	60		120	$ 25,200	$ 5,260	$ 30,460
All Task (Includes Optional) Total =	**68**	**236**	**248**	**40**	**592**	**$ 125,040**	**$ 14,252**	**$ 139,292**

The City is reserving the right to purchase up to 5 more licenses at $2,000 per license

Exhibit C - Warranties and Maintenance Contracts

Technical Support

NEXGEN Asset Management's Technical Support Services is committed to delivering professional, timely and quality resolutions to user issues as defined in our service level agreements.

- Live Support: Business Hours Monday – Friday 8 am EST – 8 pm EST
- Live Chat: Business Hours Monday – Friday 8 am EST – 8 pm EST
- Online Support: Business Hours Monday – Friday 8 am EST – 8 pm EST
- Email: Business Hours Monday – Friday 8 am EST – 8 pm EST

Level of Service Agreements

NEXGEN Asset Management believes in establishing Level of Service (LOS) Agreements with clients to ensure that we are delivering the performance that is expected by our users.

- During business hours, users will be able to speak to a live technical support specialist. In the unlikely event that all support specialists are helping other users, any messages will be responded within 1 hour of when we receive them.
- During business hours, we will respond to all online or email technical support request within 1 hour of when we receive them.
- After business hour calls or messages will be forwarded to one of our highly trained technical support specialist and will be responded in a timely manner.
- We will never outsource technical support to third party firm overseas.

Maintenance Plan

The software is always under warranty as long as the client is current on their annual maintenance fees. System Solution is covered on the maintenance plan. We always support older versions of our software. We release approximately 2-3 updates annually.

Warranty

In the unlikely event that the Licensee is unhappy with the performance of the software within 6 months from the date of implementation, NEXGEN will remove the software from the Licensee's server and refund the Licensee the entire cost of the software.